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WACHOVIA MORTGAGE CORPORATION, WACHOVIA
COMMERCIAL MORTGAGE, INC., WACHOVIA FINANCIAL
SERVICES, INC. and WACHOVIA MORTGAGE, FSB

PLAINTIFFS' COUNSEL LISTED ON SECOND PAGE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ROBERT CRIDER, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

WACHOVIA CORPORATION, a
corporation, WACHOVIA MORTGAGE
CORPORATION, a corporation,
WACHOVIA COMMERCIAL
MORTGAGE, INC., a corporation,
WACHOVIA FINANCIAL SERVICES,
INC., WACHOVIA MORTGAGE, FSB
an entity form unknown, WACHOVIA,
an entity form unknown, and DOES 1
through 50, inclusive,

Defendants.

CASE NO. C 08-4288-EMC

[PROPOSED] JUDGMENT

DATE: August 19, 2009

TIME: 2:30 p.m.

CTRM: C, 15th Floor

HONORABLE EDWARD M. CHEN

Other Case Affected by Settlement: *Sones v.*
World Mortgage Company, Case No. 3:08-cv-
04811-CRB

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13 Settlement Class

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21 Attorneys for Plaintiff JOHN SONES and
22 proposed Settlement Class
23 (Plaintiff in related action to be dismissed as part of this settlement)

1 This matter came on for hearing upon the joint application of the Settling Parties
2 for approval of the settlement set forth in the Stipulation of Settlement (the "Stipulation"). Due
3 and adequate notice having been given to the Class, and the Court having considered the
4 Stipulation, all papers filed and proceedings had herein and all oral and written comments
5 received regarding the proposed settlement, and having reviewed the record in this Litigation, and
6 good cause appearing,

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

8 1. The Court, for purposes of this Judgment and Order of Dismissal
9 ("Judgment"), adopts all defined terms as set forth in the Stipulation Re: Settlement of a Class
10 Action ("Stipulation") filed in this case.

11 2. The Court has jurisdiction over the subject matter of the Crider Litigation,
12 the Class Representatives, the other Members of the Settlement Class and Wachovia.

13 3. The Court finds that the distribution of the Notice to Class Members Re:
14 Pendency of Class Action as provided for in the Order Granting Preliminary Approval for the
15 Settlement and Setting Hearing on Proposed Settlement, constituted the best notice practicable
16 under the circumstances to all Persons within the definition of the Class, and fully met the
17 requirements of due process under the United States Constitution and California law. Based on
18 evidence and other material submitted in conjunction with the Settlement Hearing, the actual
19 notice to the class was adequate. The Court further finds that the Settling Parties have further
20 satisfied the requirements of notice to pertinent government agencies set forth in the federal Class
21 Action Fairness Act, i.e., 28 U.S.C. § 1715.

22 4. The Court finds in favor of settlement approval.

23 5. The Court approves the settlement of the above-captioned action and
24 related case, as set forth in the Stipulation, each of the releases and other terms, as fair, just,
25 reasonable and adequate as to the Settling Parties. The Settling Parties are directed to perform in
26 accordance with the terms set forth in the Stipulation.

27 6. Except as to any individual claim of those Persons (identified in
28

1 Attachment A hereto) who have validly and timely requested exclusion from the Settlement
2 Class, all of the Released Claims are dismissed with prejudice as to the Class Representatives and
3 the other Members of the Settlement Class. The Settling Parties are to bear their own costs,
4 except as otherwise provided in the Stipulation.

5 7. Solely for purposes of effectuating this settlement, this Court has certified a
6 class of all Members of the Settlement Class, as that term is defined in and by the terms of the
7 Stipulation, and the Court deems this definition sufficient for purposes of due process and Rule
8 23.

9 8. With respect to the Settlement Class and for purposes of approving this
10 settlement, this Court finds and concludes that: (a) the Members of the Settlement Class are
11 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
12 questions of law or fact common to the Settlement Class, and there is a well-defined community
13 of interest among Members of the Settlement Class with respect to the subject matter of the
14 Litigation; (c) the claims of Class Representatives John Sones and Robert Crider are typical of the
15 claims of the Members of the Settlement Class; (d) The Class Representatives have fairly and
16 adequately protected the interests of the Members of the Settlement Class; (e) a class action is
17 superior to other available methods for an efficient adjudication of this controversy; and (f) the
18 counsel of record for The Class Representatives, *i.e.*, Class Counsel, are qualified to serve as
19 counsel for the plaintiffs in their individual and representative capacities and for the Settlement
20 Class.

21 9. By this Judgment, The Class Representatives shall release, relinquish and
22 discharge, and each of the Settlement Class Members shall be deemed to have, and by operation
23 of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all
24 Released Claims (including Unknown Claims). The Released Claims, as more fully defined in
25 the Stipulation, include any and all claims, demands, rights, liabilities and causes of action of
26 every nature and description whatsoever including without limitation statutory, constitutional,
27 contractual or common law claims, whether known or unknown, whether or not concealed or
28 hidden, against the Wachovia Releasees, or any of them, that accrued at any time from July 1,

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2007 through the Preliminary Approval Date for any type of relief, including without limitation claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorney fees, litigation costs, restitution, or equitable relief, based on the following categories of allegations: (a) any and all claims, including without limitation claims for unpaid overtime wages or meal and rest period violations, alleging, or flowing from alleged, misclassification of employees as exempt employees, *i.e.*, employees who are exempt under federal and/or California law from premium overtime requirements, meal and rest period requirements, or all other wage and hour requirements imposed on employees who do not qualify for any exemption, including without limitation the outside salesperson exemptions set forth in state and federal law; (b) any and all claims for failure to reimburse or cover or pay for business costs, including without limitation claims for reimbursement of costs spent on or imposed for any type of business expenses or supplemental support staff; (c) any and all claims for failure to give adequate notice or follow proper procedures under the California Worker Adjustment and Retraining Notification Act, California Labor Code section 1401 *et seq.* or the federal Worker Adjustment and Retraining Notification Act, 29 U.S.C. section 2101 *et seq.*; and (d) to the extent not covered above, any claim pled in either the *Crider* or *Sones* litigation.

10. Neither the Stipulation nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of Wachovia or any of the Wachovia Releasees; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Wachovia or any of the Wachovia Releasees in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. In the event that the Effective Date does not occur, Wachovia shall not be estopped or otherwise precluded from contesting class or collective action certification in the Litigation on any grounds. Wachovia or any of the Wachovia Releasees may file the Stipulation and/or the Judgment from this Litigation in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment

bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11. The only Settlement Class Members entitled to payment pursuant to this Judgment are Participating Claimants. Neither the Stipulation nor this Judgment will result in the creation of any unpaid residue or residual.

12. Wachovia has agreed to pay Class Counsel their reasonable attorneys' fees and allowable litigation costs in this matter in the total amount of \$222,500, and Wachovia has agreed to pay an enhancement to the Class Representatives John Sones and Robert Crider to reimburse them for their unique services in the amount of \$10,000 each. The Court finds that these agreements are fair and reasonable. Wachovia is directed to make such payments in accordance with the terms of the Stipulation.

13. The Court reserves exclusive and continuing jurisdiction over the Crider Litigation and Sones Litigation, The Class Representatives, the Settlement Class and Wachovia for the purposes of supervising the implementation, enforcement, construction, administration and interpretation of the Stipulation and this Judgment. The Crider Litigation is dismissed with prejudice, and the Sones Litigation is dismissed with prejudice.

14. This document shall constitute a judgment (and separate document constituting said judgment) for purposes of Federal Rule of Civil Procedure, Rule 58.

IT IS SO ORDERED.

DATED: August 20, 2009

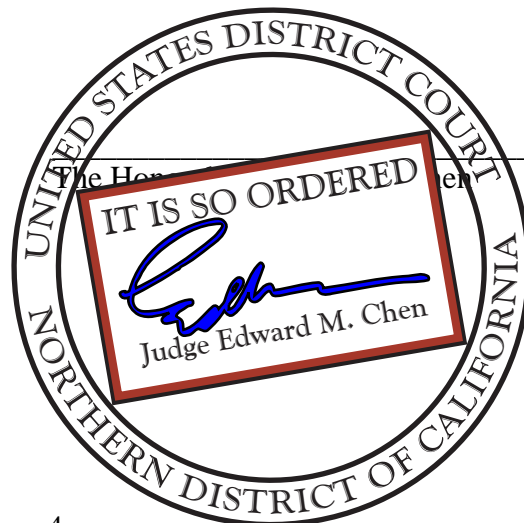


EXHIBIT A

KIRK JAMES BEVAN
IVANNA HUEZO CABAHT
CAROLINE DADESHO
VICTORIA C. DAVIS
LETICIA DELGADILLO
MARGARITA R. DOUGLAS
MAURINE FONG
KIM GILLILAND
CYNTHIA GOODENOUGH
CATHERINE ANN MCKEAN
RICHARD L. TROEDSON
ZAHERA YOUSOFZOY